

**DALAM MAHKAMAH TINGGI MALAYA DI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-11-03/2020**

ANTARA

1. LEE SUAN CHEOK
(PENTADBIR BAGI HARTA PUSAKA LEE THEAN HOCK,
SIMATI MENURUT PERINTAH BERTARIKH 17.6.2021)
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI
PREMIS NO. 1, JALAN TAMAN THEAN TEIK DUA, 11500 AYER
ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG
AMANAH KEPADA HARTA PUSAKA
KHOO THEAN TEIK RESPONDEN-RESPONDEN

**DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG**

1. CHEOW FONG OAI
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI
PREMIS NO. 29, JALAN TAMAN THEAN TEIK EMPAT, 11500
AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG
AMANAH KEPADA HARTA PUSAKA THEAN TEIK
..... RESPONDEN-RESPONDEN



DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-13-03/2020

1. PHOR PENG HOE
(SEBAGAI PEMEGANG AMANAH KEPADA HARTA PUSAKA PHOR AH BEE)
2. CHONG NGHEE CHING
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 10, JALAN TAMAN THEAN TEIK SATU, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-14-03/2020

1. PAK PENG WAH
2. LEE WAI KUEN
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 14, JALAN TAMAN THEAN TEIK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-15-03/2020

1. SOO HOE FAIN
2. CHONG SEN KIN



(PENTADBIR BAGI HARTA PUSAKA SOO SOON FAIN, SIMATI
MENURUT PERINTAH BERTARIKH 17.6.2021)

3. SOE HOE FAIN

(PENTADBIR BAGI HARTA PUSAKA SOO KHENG FYE, SIMATI
MENURUT PERINTAH BERTARIKH 17.6.2021)

4. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI
PREMIS NO. 11A, JALAN TAMAN THEAN TEIK TIGA, 11500
AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT

2. KHOO KAH CHUAN

(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG
AMANAH KEPADA HARTA PUSAKA THEAN TEIK

..... RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-16-03/2020

1. CHANG YEW KEONG

(WASI BAGI HARTA PUSAKA CHANG BOO KEE, SIMATI
MENURUT PERINTAH BERTARIKH 15.6.2021)

2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI
PREMIS NO. 17, JALAN TAMAN THEAN TEIK DUA, 11500 AYER
ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT

2. KHOO KAH CHUAN

(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG
AMANAH KEPADA HARTA PUSAKA THEAN TEIK

..... RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-17-03/2020

1. YEOH CHIEW NAM

(PENTADBIR BAGI HARTA PUSAKA TEOH KIM YAM, SIMATI
MENURUT PERINTAH BERTARIKH 15.6.2021)



2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 3, JALAN TAMAN THEAN TEIK DUA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-18-03/2020

1. KHOO TIN KUN
2. TAN EAN SEE
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 15, JALAN TAMAN THEAN TEIK TIGA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-19-03/2020

1. BAH SIEW CHIN
(WASI KEPADA HARTA PUSAKA TAN AH LIAP, SIMATI MENURUT PERINTAH BERTARIKH 15.6.2021)
2. BAH SIEW LAY
(MENURUT SURATIKATAN PENYERAHHAKAN BERTARIKH 14.2.1986 DAN MENURUT PERINTAH BERTARIKH 15.6.2021)
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 3, JALAN TAMAN THEAN TEIK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU



DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG
AMANAH KEPADA HARTA PUSAKA THEAN TEIK
..... RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-20-03/2020

1. KHAW CHENG SAN
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI
PREMIS NO. 1, JALAN TAMAN THEAN TEIK EMPAT, 11500
AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG
AMANAH KEPADA HARTA PUSAKA THEAN TEIK
..... RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-21-03/2020

1. OOI CHEE KOOI
2. KHONG GUET YOONG
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI
PREMIS NO. 15, JALAN TAMAN THEAN TEIK EMPAT, 11500
AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG
AMANAH KEPADA HARTA PUSAKA THEAN TEIK
..... RESPONDEN-RESPONDEN



DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-22-03/2020

1. LEONG KHUAN MEI
2. LEONG KHUAN THYE
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 19, JALAN TAMAN THEAN TEIK DUA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-23-03/2020

1. KO AH LAKE
2. KOH SO NOOI @ KOH POOI LENG
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 1, JALAN TAMAN THEAN TEIK TIGA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN



DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-24-03/2020

1. 'WAKIL DIRI KEPADA ESTET EU BAN TEE (SIMATI)'
2. 'WAKIL DIRI KEPADA ESTET YEAP THEAN CHONG (SIMATI)'
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 7, JALAN TAMAN THEAN TEIK SATU, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-25-03/2020

1. SEE AH NYA @ SEE AH LENS
2. KHOR SWEE POH
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 9, JALAN TAMAN THEAN TEIK SATU, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN



DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-26-03/2020

1. LOO LYE HOCK
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 6, JALAN TAMAN THEAN TEIK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-27-03/2020

1. H'NG AH HUAT
2. TEH SIEW LEE
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 12, JALAN TAMAN THEAN TEIK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN



DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-28-03/2020

1. CHEAH GAIK IM
(WASI BAGI HARTA PUSAKA CHEAH GIN CHUAN, SIMATI MENURUT PERINTAH BERTARikh 17.6.2021)
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 11A, JALAN TAMAN THEAN TEIK DUA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-29-03/2020

1. TAN GWEE HOE
SEBAGAI WASI KEPADA HARTA PUSAKA THEA NEO CHOO, SIMATI
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 21, JALAN TAMAN THEAN TEIK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN



DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-30-03/2020

1. LIM HAN CHEW
2. LIM KEAT SEONG
3. LIM YAM CHOON
4. LIM YAM CHONG
5. LIM YAM HOOI
6. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 7, JALAN TAMAN THEAN TEIK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-31-03/2020

ANTARA

1. 'WAKIL DIRI KEPADA ESTET ONG SON HING @ ONG AH SEE (SIMATI)
2. THEOW GIEK SENG
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 7, JALAN TAMAN THEAN TEIK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA KHOO THEAN TEIK RESPONDEN-RESPONDEN



DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-32-03/2020

1. KANG AI HIN
2. KANG AI SENG
3. KANG AI LEE
4. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 2, JALAN TAMAN THEAN TEIK DUA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-33-03/2020

1. LIM BAK CHUAH
2. LIM AH LEE
3. YEOH SIEW ENG
4. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 27, JALAN TAMAN THEAN TEIK DUA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN



DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-34-03/2020

1. LOH SOON SENG
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 8, JALAN TAMAN THEAN TEIK DUA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-35-03/2020

1. SIEW YEW HUP
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 1, JALAN TAMAN THEAN TEIK SATU, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-36-03/2020

1. LOH KIM TEIK
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 26, JALAN TAMAN THEAN TEIK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN



1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG
AMANAH KEPADA HARTA PUSAKA THEAN TEIK
..... RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-37-03/2020

1. TAN PHAIK LEAN
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI
PREMIS NO. 25, JALAN TAMAN THEAN TEIK TIGA, 11500
AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG
AMANAH KEPADA HARTA PUSAKA THEAN TEIK
..... RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-38-03/2020

1. GOH KANG CHEE
2. EWE SWEE NEE
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI
PREMIS NO. 25, JALAN TAMAN THEAN TEIK EMPAT, 11500
AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG
AMANAH KEPADA HARTA PUSAKA THEAN TEIK
..... RESPONDEN-RESPONDEN



DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-39-03/2020

1. TEW NYIK SENG
2. GOON LIEW CHUEN
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 4, JALAN TAMAN THEAN TIEK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TIEK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-40-03/2020

1. SEE SOO HAR
2. YEOH AH BENG
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 31, JALAN TAMAN THEAN TIEK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TIEK RESPONDEN-RESPONDEN



DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-41-03/2020

1. KU LAY LIN DAN KU BOO HUAT
(WASI-WASI BAGI HARTA PUSAKA KU A TI, SIMATI MENURUT PERINTAH BERTARikh 17.6.2021)
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 11, JALAN TAMAN THEAN TEIK DUA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-42-03/2020

1. KIM AH HONG
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 4, JALAN TAMAN THEAN TEIK DUA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN



DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-43-03/2020

1. CHAN SOCK THENG
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 17, JALAN TAMAN THEAN TEIK TIGA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-44-03/2020

1. LIM SWEE AIK
2. 'WAKIL DIRI KEPADA ESTET LIM SWEE HENG (SIMATI)'
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 19, JALAN TAMAN THEAN TEIK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-45-03/2020

1. LAU GEK KIM
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 12, JALAN TAMAN THEAN TEIK SATU, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU



DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG
AMANAH KEPADA HARTA PUSAKA THEAN TEIK
..... RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-46-03/2020

1. TAN TEONG SENG
2. TAN CHYE SEANG
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI
PREMIS NO. 31, JALAN TAMAN THEAN TEIK DUA, 11500 AYER
ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG
AMANAH KEPADA HARTA PUSAKA THEAN TEIK
..... RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-47-03/2020

1. SIA BOON HOCK
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI
PREMIS NO. 6, JALAN TAMAN THEAN TEIK DUA, 11500 AYER
ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG
AMANAH KEPADA HARTA PUSAKA THEAN TEIK
..... RESPONDEN-RESPONDEN



DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI MALAYA DI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-48-03/2020

ANTARA

1. TAN ENG HUAT
2. ANG SIEW GAIK
(WASI BAGI HARTA PUSAKA TAN SENG HOO, SIMATI MENURUT PERINTAH BERTARIKH 17.6.2021)
3. TAN SENG CHYE
4. TAN SUAN CHOO
5. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 3, JALAN TAMAN THEAN TEIK SATU, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA KHOO THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-49-03/2020

1. WAKIL DIRI KEPADA ESTET YEOH BUCK HAI (SIMATI)
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 9, JALAN TAMAN THEAN TEIK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN



DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-50-03/2020

1. TINA CHUAH GAIK SIM
2. CINDY CHUAH GAIK SUAN
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 9, JALAN TAMAN THEAN TEIK TIGA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-51-03/2020

1. LIM GIM HUAT
(MENURUT SURAT AKUAN BERTARIKH 11.4.2016 SERTA MENURUT PERINTAH BERTARIKH 17.6.2021)
2. LIM GIM HUAT
3. LIM GIM HUAT
(MENURUT SURAT AKUAN BERTARIKH 30.6.2016 SERTA MENURUT PERINTAH BERTARIKH 17.6.2021)
4. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 11-A, JALAN TAMAN THEAN TEIK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN



DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-52-03/2020

1. WAKIL DIRI KEPADA ESTET YEOH SAIK HOOI (SIMATI)
2. WAKIL DIRI KEPADA ESTET CHUA AH SUAN (SIMATI)
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 9, JALAN TAMAN THEAN TEIK DUA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-53-03/2020

1. OOI LAY PENG
[WASI BAGI HARTA PUSAKA OOI THEAN HUAH, SIMATI MENURUT PERINTAH BERTARIKH 15.6.2021]
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 25, JALAN TAMAN THEAN TEIK DUA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-54-03/2020

1. PHONG FU ZHUAN
(WASI BAGI HARTA PUSAKA LEE LEONG WAH, SIMATI MENURUT PERINTAH BERTARIKH 15.6.2021)



2. PHONG FU ZHUAN
(MENURUT SURATIKATAN PENYERAHHAKKAN BERTARIKH 21.8.2003 DAN GERAN PROBET YANG DIPEROLEHI PADA 18.3.2021 SERTA MENURUT PERINTAH BERTARIKH 15.6.2021)
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 12, JALAN TAMAN THEAN TEIK DUA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-55-03/2020

1. ON HENG MOH
2. ONG MARY
3. ONG KEAT UN
4. ONG GEOK IM
5. ONG GEOK HUA
6. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 20, JALAN TAMAN THEAN TEIK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN



DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-56-03/2020

1. ENG HEANG HONG
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 7, JALAN TAMAN THEAN TEIK TIGA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-57-03/2020

1. TAN BAK CHUE
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 5, JALAN TAMAN THEAN TEIK DUA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-58-03/2020

1. POE KUM BOON
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 2, JALAN TAMAN THEAN TEIK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN



1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG
AMANAH KEPADA HARTA PUSAKA THEAN TEIK
..... RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-59-03/2020

1. LAM CHIEW KUK SEBAGAI PENTADBIR KEPADA HARTA
PUSAKA THAM SAIK PHOY, SIMATI
2. LAM CHIE KUK
[MENURUT SURATIKATAN PENYERAHANHAK BERTARIKH
31.7.1989 DAN GERAN SURAT KUASA MENTADBIR YANG
DIPEROLEHI PADA 17.5.2001 SERTA MENURUT PERINTAH
BERTARIKH 15.6.2021]
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI
PREMIS NO. 10, JALAN TAMAN THEAN TEIK EMPAT, 11500
AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG
AMANAH KEPADA HARTA PUSAKA THEAN TEIK
..... RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-60-03/2020

1. LEE CHEOW YONG
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI
PREMIS NO. 5, JALAN TAMAN THEAN TEIK TIGA, 11500 AYER
ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG
AMANAH KEPADA HARTA PUSAKA THEAN TEIK



..... RESPONDEN-RESPONDEN

**DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-61-03/2020**

1. YEOH KIT NGOO
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 14, JALAN TAMAN THEAN TEIK DUA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

**DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-62-03/2020**

1. LEE YEOK FONG
2. LEE YEOK KHIANG
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 21, JALAN TAMAN THEAN TEIK DUA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN



DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-63-03/2020

1. THAM PAIK GNOH
2. KOK KHAI CHEE
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 22, JALAN TAMAN THEAN TIEK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TIEK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-64-03/2020

1. LEONG HUNG LENG
2. LEONG KWAI WAI
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 24, JALAN TAMAN THEAN TIEK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TIEK RESPONDEN-RESPONDEN



DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-65-03/2020

1. NG LEE SIAN
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 16, JALAN TAMAN THEAN TIEK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TIEK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-66-03/2020

1. BAH CHIN TEONG
2. BAH CHIN GUAN
3. BAH CHIN HUAT
4. BAH CHIN SEONG
5. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 5, JALAN TAMAN THEAN TIEK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TIEK RESPONDEN-RESPONDEN



DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-67-03/2020

1. KHAW GOAY IM
2. SENG TEIK EE
3. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 11, JALAN TAMAN THEAN TEIK EMPAT, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

DIGABUNGKAN DENGAN
DALAM MAHKAMAH TINGGI PULAU PINANG
RAYUAN SIVIL NO. PA-12BNCVC-68-03/2020

1. YEAP CHONG WEI
2. KESEMUA ORANG YANG TIDAK DIKENALI YANG MENDUDUKI PREMIS NO. 7, JALAN TAMAN THEAN TEIK DUA, 11500 AYER ITAM, PULAU PINANG PERAYU-PERAYU

DAN

1. KHOO TENG KEAT
2. KHOO KAH CHUAN
(KEDUA-DUA SEBAGAI PEMEGANG-PEMEGANG AMANAH KEPADA HARTA PUSAKA THEAN TEIK RESPONDEN-RESPONDEN

ALASAN PENGHAKIMAN

[1] This appeal has been consolidated with 57 other appeals and the parties agreed to use the appeal records for PA-12BNCvC-47-03/2020 for purposes of argument and the decision will bind the rest. The Sessions Court below had allowed the respondents/plaintiffs' claim and dismissed the appellants/defendants' counterclaim. The parties are being referred to as they were in the court below.



[2] The plaintiffs are the trustees for the estate of Khoo Thean Teik and the proprietors of a piece of land held under Geran Mukim No. Hakmilik 387, Lot 2504, Mukim 13, Tempat Thean Teik Estate, Daerah Timor Laut, Negeri Pulau Pinang (“land”). The defendants and the unknown occupiers are currently residing in the houses built thereon.

[3] The representatives of the plaintiffs had entered into an agreement with the 1st defendant on 7.2.1972 (“Agreement”) where the 1st defendant was allowed to enter and build a residential house on a portion of the land. It has developed into a housing scheme comprising of 88 residential units as the plaintiffs had entered into similar agreements with the rest of the defendants. The other defendants too in turn entered into similar building agreements with the contractor to build their houses. Throughout the years there had been various transactions took place and the plaintiffs have been receiving the ground rentals without any complaint. The plaintiffs *vide* these actions sought for vacant possession.

Findings of the Sessions Court

[4] The learned Sessions Court Judge (“SCJ”) entered judgment for the plaintiffs where she found that the Agreement was a Licence Agreement and that the defendants are licensee with equity owing to the fact that they were permitted to build their houses. She disagreed that the Agreement was a lease agreement. She further held that the ground rentals paid by the defendants are as consideration for the licence to occupy the said land. It was her finding too that the plaintiffs have the right to repossess the said portion of the land and terminate the licence and that the defendants can no longer remain however, they ought to be compensated. In addition, she held that the duration of the occupation was for 30 years pursuant to subsection 221(3) of the National Land Code 1965 (“NLC”).

[5] As regards compensation, the learned SCJ accepted the plaintiff’s valuer’s report subject to 50% depreciation building value and ordered that vacant possession to be delivered within three months from the date of the decision and compensation to be paid thereafter.

[6] The defendants’ counterclaim was that they should be given the right of occupation either permanently or at least for 99 years for having equitable interest in the said land. The learned SCJ dismissed their counterclaim.



Issues and analysis

[7] Having heard the parties, the whole case turns on whether the said Agreement conferred the defendants licence to occupy or lease. If the defendants are licensees they have no right to occupy the building/land permanently and if they are lessees what would be the duration of their occupation.

Submissions by the defendants

[8] The learned counsel for the defendants argued that the said agreement was a lease agreement which has no termination or rather duration clause. Hence, she submitted that the defendants should be allowed to remain either permanently or for 99 years. The agreement further provided that the defendants were given exclusive possession. She pointed out the approved building plan referred the building as permanent dwelling house. In addition, she submitted that as there was verbal assurance that as long as the defendants pay the ground rentals they can remain.

[9] According to the learned counsel although the Agreement provided that it was to be operated as a licence, the words licence, lease and ground tenant were used interchangeably in the Agreement and the Deed of Covenants (entered for purposes of sub-sales) therefore the learned SCJ was wrong to conclude that it was a Licence Agreement by relying on the label rather than the law and failed to examine the substance of the same. She referred to the following cases – **Addiscombe Garden Estates Ltd & Anor v. Crabbe & Ors [1957] 3 All ER 563**, **Woo Yew Chee v. Yong Yong Hoo [1979] 1 MLJ 131**, **Malayan Banking Berhad v. PK Rajamani [1994] 1 MLJ 405** and **Pong Khee Kwei v. Tan Sai Kuy [1971] 2 MLJ 48**.

[10] She further submitted that the defendants have satisfied the conditions of being lessees as opposed to licensee based on **Innab Salil & Ors v. Verve Suites Mont' Kiara Management Corporation [2020] 10 CLJ 285** and '**National Land Code, A Commentary, Vol. 1, 2019 Desk Edition**', by Judith Sihombing.



[11] It was further submitted that the defendants should be allowed to occupy the land for 99 years in accordance with section 221 of the NLC as they have been in occupation for more than 30 years. The learned SCJ was therefore erred when she held that in the absence of any provision fixing the duration of the occupation, the defendants cannot be lessees. The words permanent dwelling been used more than once in the Agreement as well as in the building agreements. It should be implied therefore that the defendants are lessee instead of licensee. Alternately she submitted that the defendants have legitimate expectation to remain to the exclusion of the plaintiffs.

[12] The learned counsel pointed out the evidence showed that the intention of the parties was to create a lease particularly so when there was an assurance given that the defendants shall continue to occupy the land as long as they pay the ground rentals and the defendants are given exclusive possession. References were made to *Lim Cheang Hock & Anor v. Tneh Poay Lan [2007] 4 MLJ 228*, *Bruton v. London and Quadrant Housing Trust [1999] 3 All ER 481*, *Goh Gok Hoon v. Abdul Hamid & Anor [1967] 1 MLJ 36*, and *Mohamed Mustafa v. Kandasami [1979] 1 LNS 53*.

[13] She further submitted that the learned SCJ erred in relying on sections 91 and 92 of the Evidence Act when she rejected the verbal promise as it contradicted the said Agreement. According to the learned counsel there was no contradiction because the Agreement itself was silent as to the duration of occupancy and the Agreement itself provided that the defendants shall enjoy the occupation as long as the ground rentals were paid. Reference was made to *Quality Concrete Holdings Bhd v. Classic Gypsum Manufacturing Sdn Bhd & Ors [2012] 5 CLJ 33* and *S & M Jewellery Trading Sdn Bhd v. Fui-Lian Kwong Hing Sdn Bhd [2015] 5 MLJ 717*. She further referred to *S.T.U. v. Comptroller of Income Tax [1962] 1 LNS 179* and submitted that oral evidence can be relied upon in absence of documentary proof. References were also made to sections 221 and 225 of the NLC.

[14] It was also submitted that the learned SCJ had contradicted herself when she found that the Agreement was a Licence Agreement but agreed with the plaintiffs that the defendants are unregistered lessees and the maximum term applicable was 30 years. This was, besides contradicting herself this fact was not the pleaded case of the plaintiffs. She referred to *Samuel Naik Siang Ting v. Public Bank Bhd [2015] 8 CLJ 944* and *Margaret Chua v. Ho Swee Kiew [1961] 1 MLJ 173*.



[15] Most of the defendants, according to the learned counsel, have been staying there for more than 30 years therefore by virtue of section 228 of the NLC they have the legitimate expectation to continue staying for 99 years. Reference was made to **YKK (Malaysia) Sdn Bhd v. Pengarah Tanah dan Galian Johor [2021] 1 LNS 930**. In fact some of the houses had gone through renovations and the plaintiffs never took any objection, the learned counsel relying on **Inwards & Ors v. Baker [Plaint No. T. 238] [1965] QB 29** submitted that an equity was created and the defendants should be allowed to remain.

[16] With regard to compensation, the learned counsel for the defendants submitted that the learned SCJ erred in accepting the valuation report produced by the plaintiff with variation. She submitted that the valuer did not physically inspect the houses. The report was prepared by his assistant who was not called to testify hence she submitted that the report was inadmissible being hearsay. She pointed out that the plaintiff's valuer did not consider the extensions as they were illegally constructed but the plaintiff did not bring any evidence to prove the extensions done were illegal.

Submissions by the plaintiffs

[17] The learned counsel for the plaintiffs submitted the learned SCJ had not misdirected herself when she found that the Agreement entered between the parties was a Licence Agreement and not a lease. He referred to the recital which clearly provided that the plaintiffs granted a licence to the defendants. He pointed out that this was repeated in clauses 1 and 17. The word lease only appeared once with regard to recovery of rent. Further it was not registered as required under the NLC and there was no fixed term for the duration of occupation provided in the said Agreement. References were made to **Prudential Assurance Co Ltd v. London Residuary Board [1992] All ER 504** and **Commercial Leases, A Surveyor's Guide** by Edward Bannister. It was further submitted that as the Agreement did not provide for any specified term for occupation it can be revoked and in support of this contention he referred to **Neo Hock Peng & Ors v. Teo Siew Peng and Ors [1999] 2 SLR 45**. As regards exclusive possession, the learned counsel submitted that exclusive possession is no longer the decisive test and he referred to **Mohamed Mustafa v. Kandasami [1979] 2 MLJ 109**.



[18] With regard to the verbal assurance, the learned counsel submitted that it was hearsay and should not be admitted to vary the terms of the Agreement. He referred to ***Leong Hong Khie v Public Prosecutor and Tan Gong Wai v. Public Prosecutor [1986] 2 MLJ 206.***

[19] He further submitted that the learned SCJ was correct in deciding that if the Agreement was a lease it should have been registered as required under section 221 of the NLC in order to have any legal effect. Reference was made to ***Badan Pengurusan Tiara Duta v. Timeout Resources Sdn Bhd [2014] 8 CLJ 133*** and even if it was a lease it cannot be perpetual. He referred to ***Zakaria Hanafi v. Ibrahim Hanafiah & Ors [1999] 3 CLJ 807.*** Therefore, there was no contradiction in her finding.

[20] As regards the valuers' reports, the learned counsel contended that the learned SCJ had to decide between the two conflicting reports. The defendants' valuer failed to file an affidavit as required under Order 40A of the Rules of Court 2012. Following the case of ***Goh Chin Chai v. Goh Seng Chan [2016] 1 LNS 1660,*** he submitted that this requirement is mandatory. Therefore, he urged this Court to ignore the said report. The plaintiffs' valuation report was prepared by the valuer's designated assistant which is recognised by the Malaysian Valuation Standard and SP2 had verified it (***Seema Jaya Sdn Bhd v. CIMB Bank Bhd [2015] 8 CLJ 1047.***) It was further submitted the learned SCJ was right in rejecting the illegal extensions done and in support thereof he referred to ***Noble Sound Sdn Bhd v. Mass Rapid Transit Corporation Sdn Bhd & Sunway Construction Sdn Bhd [2018] 1 LNS 1796.*** In this respect the learned counsel argued that the burden was on the defendants to prove that the extensions and renovations were legally done.

Decision

[21] In ***SPM Membrane Switch Sdn Bhd v. Kerajaan Negeri Selangor [2016] 1 MLJ 464*** Zainun Ali FCJ speaking for the Federal Court at pp.494 states,

"Clearly if the parties had used unambiguous language, the court must apply that language.



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The Court of Appeal in **Anuar Abu Bakar v. Samsuri Booyman [2016] 6 MLRA 316** at p.324 had this to say –

“It is also clearly provided under s 38 of the Contracts Act 1950 that a party to a contract must, unless excused under the Contracts Act or any other law, be bound by the terms of the contract so entered between them.”.

[22] I find that the terms and conditions or clauses referred are clear and unambiguous. The second recital reads as follows:

“AND WHEREAS the Land-Owners have agreed to grant a **licence** and the House-Owner has agreed to take a portion of the building land more particularly described in the Second Schedule thereto (hereinafter referred to as the “building land”).”.

Clause 1 of the agreement provides:

“The Land-Owners hereby grant the House-Owner a **licence** to enter upon a portion of land situate at holding 9(5) M.K. 13 N.E.D. Penang containing 2100 sq. ft. or thereabout on...Road, bearing house number...and which is delineated in the plan annexed thereto and therein coloured “Red” and the House-owner shall forthwith proceed to erect upon the...and a permanent dwelling house.”.

Clause 17 provides:

“This Agreement is to operate as a **licence** only and **not as a demise** and is not to confer upon the House-Owner any legal estate or interest in the said building land or any part thereof but the Land-Owners shall have the same powers and remedies by distress and otherwise for the recovery of rent payable hereunder as if leases have been actually granted reserving such rent.

Provided always and it is hereby further agreed as follows:

that the House-Owner paying the ground rents hereby reserved and performing and observing the several covenants and stipulations on his part herein contained shall peaceably hold and enjoy the use of the building land without intervention by the Land-Owners or by any person or persons rightfully claiming under or in trust for them.”.

(Emphasis are mine)

[23] Be that as it may I would err if I rely solely on the words or clauses in isolation without having regard to the whole agreement in order to ascertain the relationship of the parties and their intention. The Federal Court in **Mohamed Mustafa (supra)** held that the whole document must be examined.



[24] The Federal Court in *Innab Salil* (supra) at p.302 Tengku Maimun Tuan Mat CJ explained the difference between tenancy and lease as follows:

"[52] The term ‘tenancy’, in common parlance, is sometimes used loosely to describe the relationship between a person who lets out his premises, or a part of it (the landlord) to another person (tenant), for a consideration with the intention that the tenant will have exclusive use of it for an ascertainable period of time. Such an arrangement is a lease if it exceeds three years but not more than ninety-nine years (for the whole of it) or thirty-years (for a part of it) (see s. 221(3) of the NLC). If it is for a period less than three years, it is known as a ‘tenancy exempt from registration’ (see s. 223(2) of the NLC).".

And at p.333 Her Ladyship sets out the following principles to distinguish between a tenancy and a license:

"[83] Be that as it may, the following principles may be distilled from the English and Malaysian cases pre *Street* and read together with *Street*, on the test to distinguish between a tenancy and a licence:

- (i) Courts must first ask whether there is proof that the owner of the premises granted the occupier the right to exclusive possession of the premises. If the occupier can prove that he enjoys exclusive possession, then it is highly likely that the arrangement is a tenancy and not a licence. It would be for the other side, namely the grantor, to prove exceptional circumstances that despite the grant of exclusive possession to the occupier, parties did not intend to establish a tenancy.
- (ii) Where the occupier is not conferred or is unable to establish that he has exclusive possession of the premises, the court must nonetheless determine the nature and quality of the occupancy. This includes analysing the terms of any written or oral agreement between parties as to whether they intended for the nature and quality of the occupancy to be more consistent with the rights of an occupier under a tenancy.
- (iii) 'Intention' or 'nature and quality' here refer to specific indicators such as whether parties intended the occupier to have certain rights and obligations which are consistent with that of a tenant under tenancy laws - including but not limited to control of rent, and other relevant protections sufficient to create an interest in the land.
- (iv) Where there is no proof of exclusive possession and there is not manifest any intention that the nature and quality of the occupancy do constitute a tenancy, it would be appropriate for the court, in those circumstances, to conclude that the arrangement was intended to be merely a licence and not a tenancy.



- (v) Whatever labels parties use to describe their arrangement or the occupancy, for example, 'lease', 'tenancy' or 'licence' is relevant in the determination of their intention and the nature and quality of the occupancy, but is neither decisive nor conclusive. Accordingly, courts and judges must be mindful of the peculiar facts and circumstances of each and every case that comes before them.
- (vi) In each and every case, particular emphasis needs to be paid to the substantive obligations parties have under the agreement, whether written or oral, and not so much the language and labels they ascribed to the words. This is important because unscrupulous parties might attempt to disguise the true nature of their agreement by bending the language they use to disguise it as one form of occupancy over another.

[84] From the above, it is clear that there is no singular test to determine whether an occupancy is a tenancy or a licence. Instead, the court will have to consider the whole circumstances of each case to determine the question of whether the agreement to occupy is in law and in fact a tenancy or a licence.”.

[25] Most of the defendants have been occupying the land for more than thirty years hence the issue is whether they are licensee or lessee.

[26] Now, the Agreement spells out the dos and donts to be observed by the defendants namely, the houses constructed thereon shall be used for residential only; the construction of the houses must conform with the laws and regulations and the plaintiffs shall be indemnified should any fines or penalties imposed for non-compliance by the defendants; the cost and expenses incurred for electricity and water connection shall be borne by the defendants; there shall be no illegal extensions or renovations; consent by the plaintiffs must be obtained for any additional work to the said houses; the defendants cannot transfer ownership without the approval of the plaintiffs; the defendants shall pay the assessment tax, sewage charges and quit rent; and to pay the ground rental to the plaintiffs. Further there is no specific period for their occupation of the land. A lease should make provision for the period of occupation pursuant to section 221 of the NLC.

[27] However, the fact that the defendants have been occupying the land for more than thirty years and the fact that the Agreement permitted them to build permanent dwelling house do not change the character of the Agreement from being a licence to a lease based on the dos and donts spelt out in the said Agreement.



[28] The defendants claimed that there was a verbal promise that they can remain as long as they pay the ground rent. The learned SCJ dismissed this evidence relying on sections 91 and 92 of the Evidence Act 1950. In ***Mohamed Mustafa*** (*supra*) the Federal Court considered extrinsic evidence to resolve the ambiguity in the agreement. So too in ***Innab Salil*** (*supra*). However, in the present appeal I do not see any ambiguity. Clause 17 clearly provided that the Agreement was not to operate as a demise but a licence and did not confer the defendants any legal interest in the land. The alleged promise, to my mind is inadmissible for being hearsay.

[30] Based on the reasons aforesaid, I agree with the learned SCJ's finding that the Agreement conferred upon the defendants licence to occupy. And hence, the notice to surrender vacant possession was validly issued to the defendants.

[31] I am also in the agreement with her that the defendants are licensees couple with equity as they have expended considerable amount of monies in the construction of the houses and long occupation. In ***Majlis Perbandaran Pulau Pinang v. Syed Ahmad MM Ghouse Mohamed [2007] 1 CLJ 457*** the Court of Appeal at p.550 held as follows:

"[2] The type of ownership claim made by the respondent in the present case is not a stranger to our law. If you look at the early cases of ejectment decided by our courts you will find such examples. Land is owned by X and is rented out to Y with permission to construct a building (usually a house) on it. Occupation is permitted so long as the land rent is paid. So you have a situation where the land belongs to one person and the building belongs to another. The law places this type of relationship in the category of a licence coupled with an equity. The landowner may give notice to terminate the tenancy of the land. But he cannot evict the tenant without satisfying the latter's equity. This is usually achieved by the payment of reasonable compensation. See, *Khew Ah Bah v. Hong Ah Mye* [1971] 2 MLJ 86; *Pembangunan Darjat Sdn Bhd v. Wong Jie Tshung & Ors* [2000] 2 MLJ 212.".

[32] I do not think the Court should consider the valuation report tendered by the defendants because it did not comply with Order 40A of the Rules of Court 2012. Further even if it is admissible it took into account the illegal extensions and that is not permissible (see Court of Appeal in ***SSN Medical Products Sdn Bhd v. Chin Hin Helmet Sdn Bhd [2021] 7 CLJ 51***). I do not see any error when the learned SCJ decided to adopt the 50% diminution value in awarding compensation to the defendants.



[33] Based on the reasons discussed the appeal is dismissed with costs.

(TUN ABD MAJID BIN TUN HAMZAH)
Hakim
Mahkamah Tinggi Malaya, Pulau Pinang
Tarikh: 25 Ogos 2022

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